

Do 5812  
February 11, 1988

TO: BOSTON REDEVELOPMENT AUTHORITY AND  
STEPHEN COYLE, DIRECTOR

FROM: RICARDO A. MILLETT, ASSISTANT DIRECTOR  
MARIA FARIA, SENIOR PROJECT MANAGER

SUBJECT: SOUTH END URBAN RENEWAL AREA, PROJECT NO. MASS. R-56  
FINAL DESIGNATION OF REDEVELOPER OF RE-USE PARCEL  
SE-53/611 TREMONT STREET

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Summary: This memorandum requests that the Authority finally designate Angel Medina of One Paseo Boriken, Boston, as the Redeveloper of Re-use Parcel SE-53 for the purpose of rehabilitating 611 Tremont Street into four (4) residential units, one of which will be owner-occupied, and one of which will be an affordable rental unit.

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Re-Use Parcel SE-53 is located at 611 Tremont Street in the South End Urban Renewal Area, Project No. Mass R-56. The parcel consists of a four story masonry building on 1,760 square feet of land.

On May 23, 1984, Angel Medina was tentatively designated as Redeveloper of Parcel SE-53 for the purpose of rehabilitating the building for residential use.

Mr. Medina, a long-time South End resident and Urban Renewal displacee, plans to develop 611 Tremont Street into four (4) housing units, one of which will be owner-occupied. Of the remaining three rental units, Mr. Medina has committed to rent one unit to a household with a Section 8 Certificate. The affordability of this unit will be preserved over the long term by deed restriction.

The architect for the project is Paul Curtis and PBK Development Corporation will be the general contractor. Furthermore, in compliance with all aspects and specifications of the Urban Renewal Plan, Mr. Medina has submitted final working drawings and specifications which have been reviewed and approved by the Authority's Design Department.

The total development cost has been estimated at \$445,000. Mr. Medina has received a firm financial commitment from Newworld Bank for the full amount of \$445,000.

Mr. Medina has met with, and has received support from the Ellis Neighborhood Association.

It is, therefore, recommended that Angel Medina be finally designated as Redeveloper of Re-Use Parcel SE-53 located at 611 Tremont Street, for the purpose of rehabilitating the building into four (4) residential units, one of which will be owner-occupied and one of which will be rented at an affordable rate to the holder of a Section 8 Certificate.

An appropriate resolution is attached.

1. That Angel Medina be, and hereby is, finally designated as Redeveloper of Parcel SE-53 in the South End Urban Renewal Area.

2. That it is hereby determined that Angel Medina possess the qualifications and financial resources necessary to acquire and develop the land in accordance with the Urban Renewal Plan for the Project Area.

3. That approval of said parcel by designation as the appropriate means of utilizing the land available for development.

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY  
RE: FINAL DESIGNATION OF REDEVELOPER  
APPROVAL OF FINAL WORKING DRAWINGS AND SPECIFICATIONS  
AND PROPOSED DISPOSITION OF PARCEL SE-53  
IN THE SOUTH END URBAN RENEWAL AREA  
PROJECT NO. MASS R-56

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WHEREAS, the Boston Redevelopment Authority, (herinafter referred to as the "Authority"), has entered into a contract for loan and capital grant with the Federal Government under Title 1 of the Housing Act of 1949, as amended, which contract provides for financial assistance in the hereinafter identified Project; and

WHEREAS, the Urban Renewal Plan for the South End Urban Renewal Area, Project No. Mass. R-56 (hereinafter referred to as the "Project Area"), has been duly reviewed and approved in full compliance with local, State and Federal law; and

WHEREAS, the Authority is cognizant of the conditions that are imposed in the undertaking and carrying out of urban renewal projects with Federal financial assistance under said Title 1, including those prohibiting discrimination because of race, color, sex, religion or national origin; and

WHEREAS, Angel Medina has expressed an interest in and/or have submitted a satisfactory proposal for the development of Disposition Parcel SE-53 in the South End Urban Renewal Area; and

WHEREAS, the Authority is cognizant of Chapter 30, Sections 61 through 62H of the Massachusetts General Laws, as amended, with respect to minimizing and preventing damage to the environment:

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That Angel Medina be, and hereby is, finally designated as Redeveloper(s) of Parcel SE-53 in the South End Urban Renewal Area.
2. That it is hereby determined that Angel Medina possess the qualifications and financial resources necessary to acquire and develop the land in accordance with the Urban Renewal Plan for the Project Area.
3. That disposal of said Parcel by negotiation is the appropriate method of making the land available for redevelopment.



4. That the Final Working Drawings and Specifications submitted by Angel Medina for the development of Parcel SE-53 conform in all respects to the Urban Renewal Plan for the Project Area, and that said Final Working Drawings and Specifications be, and hereby are, approved.

5. That it is hereby found and determined that the proposed development will not result in significant damage to or impairment of the environment and further, that all practicable feasible means and measures have been taken and are being utilized to avoid or minimize damage to the environment.

6. That the Director is hereby authorized, for and in behalf of the Boston Redevelopment Authority, to execute and deliver a Land Disposition Agreement and Deed conveying Parcel SE-53 to Angel Medina, said documents to be in the Authority's usual form.

7. That the Secretary is hereby authorized and directed to publish notice of the proposed disposal transaction in accordance with Section 105(E) of the Housing Act of 1949, as amended, including information with respect to the "Redeveloper's Statement for Public Disclosure" (Federal Form H-6004).



Parcel SE-53/611 Tremont St.



**NEW WORLD  
BANK**

55 SUMMER STREET  
BOSTON, MASSACHUSETTS 02110  
617/482-2681

JANUARY 27, 1988

ANGEL MEDINA  
1 PASEO BORIKEN  
BOSTON, MA

RE:  
611 TREMONT ST  
BOSTON

We are pleased to advise you that the Bank will grant you a mortgage on the above referenced property, subject to the following terms and conditions:

LOAN TYPE: One-Year Adjustable Rate Mortgage (ARM)  
LOAN AMOUNT: \$445,000.00  
LOAN TERM: 30 YEARS  
MONTHLY PAYMENT: \$3,421.67 Principal & Interest  
INTEREST RATE: 8.500% ARM (Type A) The Interest Rate Cannot Exceed 14.500%  
ANNUAL PERCENTAGE RATE: During the Life of Loan  
MORTGAGE ORIGATION FEE: 9.941% (A.P.R.)  
COMMITMENT EXPIRATION DATE: \$4,450.00 (1.0% POINTS)  
FEBRUARY 24, 1988

To amortize this loan, monthly principal and interest payments will be due and payable thirty (30) days from closing.

The Mortgage Origination Fee must be returned with this letter.

A reinspection of the property will be required prior to passing at an additional cost to you. The Bank must be notified at least two weeks prior to passing to arrange for this reinspection. THE REASON FOR THIS REINSPECTION IS FOR COMPLETION.

Your loan commitment has an expiration date of FEBRUARY 24, 1988 and must close on or before that date.

Annual estimated Real Estate Taxes will also be escrowed monthly.

Title Insurance (Lender's Policy only) will be obtained by the Bank's conveyancer at the borrower's expense. Likewise, you may want the conveyancer to provide Title Insurance protection for you (Owner's Policy).

A \$200 Appraisal and Credit Report Fee will be collected at time of closing as a condition of your loan.

Legal Opinion: Disbursement of the loan proceeds is conditional upon Approval by our Attorney of all instruments necessary to meet the requirements of this loan. The Attorney for the Bank will examine, at your expense, the Record Title to the property and certify to the Bank and to you to the same extent, that, in his opinion, title is satisfactory for mortgage purposes. You may wish to retain your personal attorney to represent you in this transaction as well.

Final determination of Flood Insurance Requirement will be made by the conveyancing attorney upon receipt of a certified plot plan.

All costs and expenses incurred with respect to this transaction, to include, but not limited to, survey fees, recording fees, title insurance policies and the fees and expenses of our closing attorney shall be paid by you.

You have selected:

BOND & NICKERSON  
55 SUMMER STREET  
BOSTON, MA. 02110

(617)523-0122

to prepare all loan documents and to represent the Bank's interest in this transaction. You will be required to provide the closing attorney with the following Homeowner's Insurance items:

1. A fire and extended coverage insurance policy or binder including coverage at least equal to the lesser of:

A. The unpaid principal balance of the mortgage as long as it equals the minimum amount - 80% of the insurable value of the improvements.

B. 100% of the replacement cost of the insurable value of improvements - as established by the property insurer.

2. All insurance policies and binders must contain a clause adding the mortgagee's insurable interest to all Hazard and Flood policies as follows:

Newworld Bank for Savings, its' successors and assigns' as loss payee. The Insurance carrier must have a rating of at least VI in Best's Key Rating Guide.

3. A paid receipt showing the first year's premium has been paid, in advance, in full.

We have also enclosed a completed Mortgage Loan Application and ask that you review its contents, sign where applicable, and return it with your commitment letter. The information was supplied by you and transferred from your Questionnaire Form.

If the terms of this letter are acceptable to you, please sign the original copy and return it, accompanied by a check payable to 'Newworld Bank', in the amount of \$4,450.00. All deposits received by Newworld Bank in connection with your application and/or this commitment shall be retained by Newworld Bank and applied toward the costs of processing your application. If this letter and your check are not returned on or before FEBRUARY 6, 1988, your loan request and commitment will be cancelled.

Very truly yours,

*Mary Moura*

MARY MOURA  
Loan Officer

This commitment is subject to provisions as follows:  
\$420,500.00 will be withheld from the proceeds for completion of work. Please see attached incomplete loan schedule. A fee of \$75 per inspection will be charged. Work to be completed 6 months after closing. Please sign and return the schedule along with your commitment letter.

THIS COMMITMENT IS SUBJECT TO CONSTRUCTION TO BEGIN NO LATER THAN JUNE 1, 1988. THIS COMMITMENT IS ALSO SUBJECT TO RECEIPT OF THE FOLLOWING: SATISFACTORY PURCHASE AND SALE AGREEMENT SIGNED BY THE BOSTON REDEVELOPMENT AUTHORITY, VERIFICATION OF FINAL PROJECT APPROVAL, 1987 PROFIT AND LOSS STATEMENTS FOR MEDINA'S MARKET AND VILLAGE LAUNDRY, STATEMENT FROM BORROWER GIVING DATE VILLAGE LAUNDRY ESTABLISHED AND SATISFACTORY 1986 PROFIT AND LOSS, VERIFICATION THAT PROFITS FROM LAUNDRY ARE NOT INCLUDED IN MEDINA'S MARKET INCOME 1986 SCHEDULE C. FINAL APPROVAL TO CLOSE AFTER ABOVE CONDITIONS ARE MET IS SUBJECT TO SATISFACTORY VERIFICATION OF ALL INCOME, CREDIT AND DEPOSIT INFORMATION 90 DAYS PRIOR TO LOAN CLOSING.

Borrower's Signature *Miguel Medina* Date \_\_\_\_\_



INCOMPLETE LOAN

Loan No. \_\_\_\_\_

Check Payable to Angel Medina

Call for inspection:

Mailing Address: Name 1 Pasco Boriken

Tel. # 262-4077

424-1660

Street Boston, MA 02118

Subject Location 611 Tremont St., Boston

Mortgagor Angel Medina

Description 4 family brick row house

Amount of Loan \$445,000

Date of Loan \_\_\_\_\_

Purpose of Holdback: \_\_\_\_\_

I. Items of work to be done.

Itemize: see attached

1. Payments not to be split, unless an emergency situation develops. Remember, this increases the number of inspections, which will constitute an additional charge of \$ each.

Inspection Fee Per Inspection \$75.-

2. Split payments must be completed before next payment can be authorized.

Inspector Appraiser's Collaborative

Expected Completion Date 6 months from passing

Total Amount of Holdback \$ 420,500

Expected Number of Payments 14

Unit Breakdown: \_\_\_\_\_ Date Paid

|                        |            |            |     |
|------------------------|------------|------------|-----|
| 1. <u>see attached</u> | - \$ _____ | - \$ _____ | / / |
|                        | R _____    |            |     |
|                        | Balance =  | _____      |     |
| 2. _____               | - \$ _____ | - \$ _____ | / / |
|                        | R _____    |            |     |
|                        | Balance =  | _____      |     |
| 3. _____               | - \$ _____ | - \$ _____ | / / |
|                        | R _____    |            |     |
|                        | Balance =  | _____      |     |
| 4. _____               | - \$ _____ | - \$ _____ | / / |
|                        | R _____    |            |     |
|                        | Balance =  | _____      |     |
| 5. _____               | - \$ _____ | - \$ _____ | / / |
|                        | R _____    |            |     |
|                        | Balance =  | _____      |     |

(SEE REVERSE SIDE)



# CONSTRUCTION RELEASE SCHEDULE

611 Tremont St. Boston

Angel Medina, Borrower

| WORK TO BE DONE                                                                                                                                     | AMOUNT | %    | DATE | AMOUNT |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|--------|------|------|--------|
| 1. demolition, permits, temporary temporary facilities, excavation                                                                                  | 30,000 | 7.2  |      |        |
| 2. brickwork (including scaffolding, formwork, first floor front redone - exterior structure rehab                                                  | 40,000 | 9.5  |      |        |
| 3. roof work complete                                                                                                                               | 17,000 | 4.0  |      |        |
| 4. carpentry - interior framework                                                                                                                   | 50,000 | 11.9 |      |        |
| 5. rough wiring, rough plumbing, insulation, heating system work, firestopping                                                                      | 34,000 | 8.1  |      |        |
| 6. interior stairs rebuilt                                                                                                                          | 17,000 | 4.0  |      |        |
| 7. paint stripping, plaster and lathe                                                                                                               | 45,000 | 10.7 |      |        |
| 8. exterior doors, windows, exterior trim installed and painted - house weathertight                                                                | 28,000 | 6.7  |      |        |
| 9. deck, fire escapes, exterior stairs and railings (major exterior work complete                                                                   | 19,000 | 4.5  |      |        |
| 10. kitchen cabinets in, kitchen and bath finish plumbing and electric, ceramic tile, (basically complete except for major appliances and flooring) | 36,000 | 8.6  |      |        |
| 11. finish carpentry inside, finish electric work, hang interior doors                                                                              | 35,000 | 8.3  |      |        |
| 12. painting of interior                                                                                                                            | 19,000 | 4.5  |      |        |

|                                                                                           |        |     |
|-------------------------------------------------------------------------------------------|--------|-----|
| 13. flooring, vinyl and carpet<br>(interior complete)                                     | 18,000 | 4.3 |
| 14. final clean up, landscaping, mail<br>boxes, appliances installed<br>occupancy permits | 32,500 | 7.7 |

TOTAL \$420,500 100.0%

Construction to start no later than June 1, 1988

Borrower Angel Medina Date 2/1/88

RECEIVED  
JAN 25 1988  
FBI - NEW YORK



- C

Wednesday  
April 23, 1986

Mr. Ricardo A. Millett  
Assistant Director  
Community Development and Planning  
Boston Redevelopment Authority  
One City Hall Square  
Boston, MA 02201

RE: ANGEL MEDINA/611 TREMONT STREET

Dear Mr. Millett:

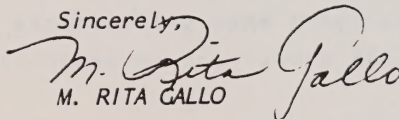
As a result of the neighborhood meeting that was held on April 17, 1986, at which time we were able to review Mr. Medina's plans for 611 Tremont Street, I am writing to clarify my position regarding the final designation of Mr. Medina as developer. (For whatever price he purchases the building).

As an immediate abutter, I am pleased that Angel is going to maintain a totally residential building. Better still, it will be owner occupied. My only concern is the proposal of five units. Unfortunately, I feel that is too many in any building, in the South End Community, of this size or slightly larger. I would hope that Angel would take this into consideration as it is not only myself but there are others who feel the same. Otherwise, I welcome Angel Medina as an abutter.

I am very disappointed in the response both the BRA and Angel Medina received from some of the participants at the meeting. I would like to apologize for them.

Thank you for arranging the meeting and giving us the opportunity to review Angel's plans.

Sincerely,

  
M. RITA GALLO

PS: Would you please give Maria the photocopy of this memo which I have enclosed. Thank you.

RECEIVED  
APR 25 1986

Ans'd.....

**ELLIS** NEIGHBORHOOD ASSOCIATION, INCORPORATED  
Post Office Box 961, Back Bay Annex, Boston, MA 02117

April 30, 1986

Ms. Maria Faria  
Boston Redevelopment Authority  
1 City Hall Plaza  
Boston, MA 02201

RE: 611 Tremont Street Proposal

Dear Maria;

The Board of Directors of Ellis Neighborhood Association has reviewed the development package as presented at the public meeting at the Leland Center. In general, the Board finds the plans acceptable, and is pleased that another empty building will be returned to productive use.

There are two minor aspects of the design with which we take issue. A roof deck proposed for the top of an enlarged shed dormer on the rear of the building is a violation of the rooftop zoning amendment. The detail of the proposed dig-out of the front yard appears to be in violation of the Landmarks Guidelines. We do not feel either feature is essential to the success of the project, and hope to see them eliminated in the review and permitting process.

Prior to the Leland Center meeting, we were not aware of the RFP on this parcel; possibly it was issued during a period when our organization was experiencing some internal divisions. We hope you will keep us informed of any future RFP's on parcels in or near Ellis.

Very truly yours,

*Robert W. Harkness*

Robert W. Harkness

Vice President/ Chairman, Architecture & Development Committee

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AIA Document A107

# Abbreviated Form of Agreement Between Owner and Contractor

*For CONSTRUCTION PROJECTS OF LIMITED SCOPE where  
the Basis of Payment is a STIPULATED SUM*

1987 EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH  
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.*

This document includes abbreviated General Conditions and should not be used with other general conditions.  
It has been approved and endorsed by The Associated General Contractors of America.

## AGREEMENT

made as of the 8th day of December in the year of  
Nineteen Hundred and 87.

**BETWEEN** the Owner: Angel Medina  
(Name and address) One Paseo Boriken  
Apartment # 208  
Boston, MA 02118

and the Contractor: PBK Development Co., Inc.  
(Name and address) 792 Tremont Street  
Boston, MA 02118

The Project is: 611 Tremont Street  
(Name and location) Boston, MA

The Architect is: Paul Curtis, A.I.A.  
(Name and address) 13 Dwight Street  
Boston, MA 02118

The Owner and Contractor agree as set forth below.

Copyright 1936, 1951, 1958, 1961, 1963, 1966, 1974, 1978, ©1987 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

## ARTICLE 1

### THE WORK OF THIS CONTRACT

1.1 The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

The renovation of the building at 611 Tremont Street, Boston, MA

## ARTICLE 2

### DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

2.1 The date of commencement is the date from which the Contract Time of Paragraph 2.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. ~~Work to commence upon the City of Boston issuing a Building permit.~~  
*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

2.2 The Contractor shall achieve Substantial Completion of the entire Work not later than  
*(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier substantial completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)* 183 (one hundred eighty three) days  
following commencement of work.

, subject to adjustments of this Contract Time as provided in the Contract Documents. Liquidated damages shall be  
*(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)* assessed at the rate of \$100.00 per day for each day beyond the period set forth and further provided that in the event substantial completion is achieved before the expiration of the period set forth herein, Contractor shall be entitled to a bonus of \$100.00 per day.

## ARTICLE 3

### CONTRACT SUM

3.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of  
three hundred forty-one thousand four hundred seventy-eight Dollars  
(\$ 341,478.00), subject to additions and deductions as provided in the Contract Documents.



**3.2** The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.*

**3.3** Unit prices, if any, are as follows:

#### **ARTICLE 4**

#### **PROGRESS PAYMENTS**

**4.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows: a) \$15,000.00 deposit upon issuing of Building permit the receipt of which is acknowledged by the Contractor which deposit shall be credited to the Contractor's final application for payment prior to the application for payment of the retainage set forth below; b) month applications for payment submitted for the work performed for that monthly pay period with payment to be rendered within ten days; c) there shall be a 5% retainage; d) final payment within ten days of final completion.

**4.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

*(If State laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision, legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

**ARTICLE 5**  
**FINAL PAYMENT**

5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the Work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

**ARTICLE 6**  
**ENUMERATION OF CONTRACT DOCUMENTS**

6.1 The Contract Documents are listed in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

6.1.1 The Agreement is this executed Abbreviated Form of Agreement Between Owner and Contractor, AIA Document A107, 1987 Edition.

6.1.2 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated , and are as follows:

| Document | Title | Pages |
|----------|-------|-------|
|----------|-------|-------|

6.1.3. The Specifications are those contained in the Project Manual dated as in Subparagraph 6.1.2, and are as follows  
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

| Section | Title | Pages |
|---------|-------|-------|
|---------|-------|-------|



**6.1.4** The Drawings are as follows, and are dated  
*(List the Drawings here or refer to an exhibit attached to this Agreement.)*

unless a different date is shown below

| Number | Title | Date |
|--------|-------|------|
|--------|-------|------|

**6.1.5** The Addenda, if any, are as follows:

| Number | Date | Pages |
|--------|------|-------|
|--------|------|-------|

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 6.

**6.1.6** Other documents, if any, forming part of the Contract Documents are as follows  
*(List any additional documents which are intended to form part of the Contract Documents.)*

- This agreement;
- Plans by Paul Curtis, A.I.A.;
- Work description written by PBK Development Co., Inc., dated 12/08/87;
- Schedule of values and construction budget.

## GENERAL CONDITIONS

### ARTICLE 7

#### CONTRACT DOCUMENTS

**7.1** The Contract Documents consist of this Agreement with Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

**7.2** The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Owner and a Subcontractor or Sub-subcontractor or (3) between any persons or entities other than the Owner and Contractor.

**7.3** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site and become familiar with the local conditions under which the Work is to be performed.

**7.4** The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

### ARTICLE 8

#### OWNER

**8.1** The Owner shall furnish surveys and a legal description of the site.

**8.2** Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

**8.3** If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

### ARTICLE 9

#### CONTRACTOR

**9.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

**9.2** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**9.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**9.4** The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**9.5** Unless otherwise provided in the Contract Documents, the Contractor shall pay sales, consumer, use, and other similar taxes which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect, and shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

**9.6** The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Architect and Owner if the Drawings and Specifications are observed by the Contractor to be at variance therewith.

**9.7** The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.



**9.8** The Contractor shall review, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness. The Work shall be in accordance with approved submittals. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such certifications.

**9.9** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

**9.10** The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

**9.11** The Contractor shall pay all royalties and license fees; shall defend suits or claims for infringement of patent rights and shall hold the Owner harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents unless the Contractor has reason to believe that there is an infringement of patent.

**9.12** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 9.12.

**9.12.1** In claims against any person or entity indemnified under this Paragraph 9.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 9.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

**9.12.2** The obligations of the Contractor under this Paragraph 9.12 shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, Construction Change Directives, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

## ARTICLE 10

### ADMINISTRATION OF THE CONTRACT

**10.1** The Architect will provide administration of the Contract and will be the Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period described in Paragraph 18.1.

**10.2** The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect will keep the Owner informed of progress of the Work and will endeavor to guard the Owner against defects and deficiencies in the Work.

**10.3** The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Paragraphs 9.1 and 16.1. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

**10.4** Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

**10.5** The Architect will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes or other matters in question between the Owner and Contractor, but will not be liable for results of any interpretations or decisions rendered in good faith. The Architect's decisions in matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents. All other decisions of the Architect, except those which have been waived by making or acceptance of final payment, shall be subject to arbitration upon the written demand of either party.

**10.6** The Architect will have authority to reject Work which does not conform to the Contract Documents.

**10.7** The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**10.8** All claims or disputes between the Contractor and the Owner arising out of or relating to the Contract, or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise and subject to an initial presentation of the claim or dispute to the Architect as required under Paragraph 10.5. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by



the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Contract Documents shall include, by consolidation, joinder or in any other manner, any person or entity not a party to the Agreement under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not the Architect or any of the Architect's employees or consultants. The agreement herein among the parties to the Agreement and any other written agreement to arbitrate referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

### **ARTICLE 11**

#### **SUBCONTRACTS**

**11.1** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

**11.2** Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the Subcontractors for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection. Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow to the Subcontractor the benefit of all rights, remedies and redress afforded to the Contractor by these Contract Documents.

### **ARTICLE 12**

#### **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS\***

**12.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided elsewhere in the Contract Documents.

**12.2** The Contractor shall afford the Owner and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

**12.3** Costs caused by delays, improperly timed activities or defective construction shall be borne by the party responsible therefor.

### **ARTICLE 13**

#### **CHANGES IN THE WORK**

**13.1** The Owner, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or modifications, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor and Architect, or by written Construction Change Directive signed by the Owner and Architect.

**13.2** The Contract Sum and Contract Time shall be changed only by Change Order.

**13.3** The cost or credit to the Owner from a change in the Work shall be determined by mutual agreement.

### **ARTICLE 14**

#### **TIME**

**14.1** Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

**14.2** The date of Substantial Completion is the date certified by the Architect in accordance with Paragraph 15.3.

**14.3** If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

### **ARTICLE 15**

#### **PAYMENTS AND COMPLETION**

**15.1** Payments shall be made as provided in Articles 4 and 5 of this Agreement.

**15.2** Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed by third parties, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum, (5) damage to the Owner or another contractor, (6) reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay, or (7) persistent failure to carry out the Work in accordance with the Contract Documents.

**15.3** When the Architect agrees that the Work is substantially complete, the Architect will issue a Certificate of Substantial Completion.

**15.4** Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such

lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

**15.5** The making of final payment shall constitute a waiver of claims by the Owner except those arising from:

1. liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
2. failure of the Work to comply with the requirements of the Contract Documents; or
3. terms of special warranties required by the Contract Documents.

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## **ARTICLE 16**

### **PROTECTION OF PERSONS AND PROPERTY**

**16.1** The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. employees on the Work and other persons who may be affected thereby;
2. the Work and materials and equipment to be incorporated therein; and
3. other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Subparagraphs 16.1.2 and 16.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 9.12.

**16.2** The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

## **ARTICLE 17**

### **INSURANCE**

**17.1** The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located insurance for protection from claims under workers' or workmen's compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages, other than to the Work

itself, to property which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Paragraph 9.12. Certificates of such insurance shall be filed with the Owner prior to the commencement of the Work.

**17.2** The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

**17.3** Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall be on an all-risk policy form and shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief.

**17.4** A loss insured under Owner's property insurance shall be adjusted with the Owner and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgagee clause.

**17.5** The Owner shall file a copy of each policy with the Contractor before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor.

**17.6** The Owner and Contractor waive all rights against each other and the Architect, Architect's consultants, separate contractors described in Article 12, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Article 17 or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Owner as fiduciary. The Contractor shall require similar waivers in favor of the Owner and the Contractor by Subcontractors and Sub-subcontractors. The Owner shall require similar waivers in favor of the Owner and Contractor by the Architect, Architect's consultants, separate contractors described in Article 12, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them.

## **ARTICLE 18**

### **CORRECTION OF WORK**

**18.1** The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of one year from the date of Substantial Com-



pletion of the Contract or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article 18 apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

**18.2** Nothing contained in this Article 18 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one year as described in Paragraph 18.1 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

## **ARTICLE 19**

### **MISCELLANEOUS PROVISIONS**

**19.1** The Contract shall be governed by the law of the place where the Project is located.

**19.2** As between the Owner and the Contractor, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued:

- 1** not later than the date of Substantial Completion for acts or failures to act occurring prior to the relevant date of Substantial Completion;
- 2** not later than the date of issuance of the final Certificate for Payment for acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment; and
- 3** not later than the date of the relevant act or failure to act by the Contractor for acts or failures to act occurring after the date of the final Certificate for Payment.

## **ARTICLE 20**

### **TERMINATION OF THE CONTRACT**

**20.1** If the Architect fails to recommend payment for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment thereon for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for all Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages applicable to the Project.

**20.2** If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days' written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the cost thereof, including compensation for the Architect's services and expenses made necessary thereby, from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, such excess shall be paid to the Contractor, but if such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

# ARTICLE 21 OTHER CONDITIONS OR PROVISIONS

## General Requirements:

Contractor to provide all materials, labor, and services as per drawings. Site to be left clean, and free of debris.

## Workmanship:

Execution according to plans. All masonry to be laid in running bond. Joints to be finished with mortar. All work to be done in accordance with the latest edition of the Building Code of the City of New York. Landscaping to consist of seeding and watering.

## Materials:

Concrete to be of the strength specified on the drawings. All materials to be of the best quality and to conform to the specifications of the American Institute of Architects. All materials to be approved by the Architect before use.

## Testing:

Concrete to be tested for strength at 7 and 28 days. All test results to be reported to the Architect. All materials to be tested for quality and to conform to the specifications of the American Institute of Architects. All materials to be approved by the Architect before use.

This Agreement entered into as of the day and year first written above.

OWNER

CONTRACTOR

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)



# PBK Development Co., Inc.

792 TREMONT STREET - BOSTON, MA 02118

(617) 437-7742

## WORK DESCRIPTION 611 TREMONT STREET

December 8, 1987

### General Requirements:

General Contractor to provide all permits.  
Owner to provide on site utilities.  
Site to be left clean and free of debris.

### Sitework:

Demolition according to plans. All chimneys to remain.  
Double floor joists and floor to remain at first floor.  
Excavation to consist of front exterior area.  
Existing sewer line outside of building to be reused.  
Landscaping to consist of grading yard.

### Concrete:

Form retaining wall at front sidewalk.  
Pour concrete retaining wall.  
Install 4" of gravel with A.D.S. drainage pipe around  
perimeter of basement. Add vapor barrier and install 4"  
concrete floor.  
Pour concrete at front exterior area floor.  
Precast lintels to replace damaged ones over windows.

### Masonry:

Reopen windows at rear.  
Replace damaged lintels above front windows.  
Repair front brick cornice.  
Spot point front facade.  
Install new bow front consisting of brick with 8" C.M.U.  
back up course at 1st floor.  
Reopen 2 basement openings in bow.  
Repair interior masonry around joists that are removed.

### Metals:

Install steel angle to support new floor joists.  
Install spiral stair from first floor to loft.  
Install 30" high fence around front area well.  
Install 6 window grates.  
Repair firebalconies at 3rd, 4th and 5th floors.

### Carpentry:

All framing to be done according to plans.  
Rear shed dormer walls to be set back from party walls  
approximately 3 ft.

Carpentry - continued:

Patch flooring to receive carpet.  
All usable framing to remain.  
Install new stairs where necessary. Stairs to be box construction S.Y.P. with half wall railings and oak caps.  
Repair existing stairs.  
Baseboard to be vinyl cove throughout.  
Windows to be wrapped with G.W.B.  
Install wire closet shelving.  
Repair or replace exterior wood trim.  
Install decks on addition and roof as per plans.  
Railings to be fabricated 2x2 balusters with 2x4 cap.  
All material to be pressure treated S.Y.P.  
Cabinetry to be plastic laminate with laminate top, stock color, KK2000 or equivalent.

Thermal and Moisture:

Install new asphalt shingles on pitched roof and walls of dormers. Remaining roof areas to receive hot tar over existing. Install aluminum gutters and downspout at rear. Repair or replace front gutter with copper and install painted galvanized downspouts.  
Insulate exterior walls, unit ceilings and public hallway walls with 3 1/2" fiberglass, and the roof spaces with 9" fiberglass. Exterior surfaces to receive a vapor barrier.  
Firestop between floors as per code.

Doors and Windows:

Interior apartment doors to be prehung hollow core masonite with flat casing.  
Unit entry doors to be flush B labeled metal doors.  
Install metal and glass patio doors at rear basement, third floor deck door, and fifth floor shed dormer with fixed panels.  
Front main entry doors to be custom wood.  
Windows to be insulated glass, wood replacement sash in existing frames. Complete units will be installed where necessary. Bronzed aluminum can be substituted if approved by local architectural review boards.

Finishes:

Install G.W.B. as per plans.  
Flooring to be carpet in halls, bedrooms, living rooms, dining rooms and stairs. Allowance of \$14 per yard installed.



611 Tremont Street  
Work Description  
Page Three

Finishes - continued:

Vinyl flooring installed in kitchens and baths. Allowance of \$16 per yard.  
Tub surrounds to receive 4"x4" white ceramic tile.  
Painting to be one color selected from contractor's selection. Painting to consist of one primer and one finish coat.

Specialties:

Install one toilet paper holder, one towel bar and one flat mirror per bath. Bath accessories to be hallmark or equivalent.  
Install mailboxes by Florence or equal.  
All appliances to be Sears contractors models: 14 cu.ft. cycle defrost refrigerators, continuous clean electric ranges, base model dishwashers and ventless range hoods.

Mechanicals:

Install a new 1 1/2" copper water service.  
All plumbing according to plans. Fixtures to be from contractor selection.

Electrical:

Install new electrical service and all wiring as per code and plans.  
Install electric baseboard heat and telephone prewire.  
Burglar and cable wiring are not included.